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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

| | | |
|------------------------------------|---|-------------------------|
| In re: |) | Chapter 11 |
| |) | Case No. 05-44481 (RDD) |
| DELPHI CORPORATION, et. al. |) | |
| |) | (Jointly Administered) |
| Debtors. |) | |
| |) | |

**JOINDER OF S&Z TOOL & DIE, INC. AND ROBIN INDUSTRIES, INC.
IN LIMITED OBJECTION TO
SUPPLIER AGREEMENT ASSUMPTION PROCEDURES MOTION**

S&Z Tool & Die, Inc. ("S&Z") and Robin Industries, Inc. ("Robin"), both suppliers of parts and other products to Delphi Corporation and the other Debtors, hereby join in the Limited Objection To Supplier Agreement Assumption Procedures Motion By Fourteen Suppliers filed by Fujitsu Ten Corp. of America et al. (collectively "Fujitsu") [Docket No. 1199]

(the "Fujitsu Objection") to the Debtors' Motion for an Order under 11 U.S.C. §§ 363 (b) and 365 (a) and Fed. R. Bankr. P. 9019 Approving Procedures to Assume Certain Amended and Restated Sole Source Supplier Agreements [Docket No. 1098] (the "Supplier Agreement Assumption Procedures Motion") and join in certain other objections thereto. In support of this Objection, S&Z and Robin state as follows:

1. As set forth more fully in the Fujitsu Objection, the Supplier Agreement Assumption Procedures Motion (and any order entered approving it) must be modified so that the Assumption Agreement can only be accepted in writing by an appropriate representative of a Covered Supplier and cannot be accepted by performance. Additionally, undersigned counsel for S&Z and Robin must be provided with any proposed Assumption Agreement directed to S&Z and Robin.

2. S&Z and Robin hereby join in the Fujitsu Objection for all purposes stated therein and for the sake of judicial economy will not repeat and reiterate all of the points set forth therein. Further, S&Z and Robin respectfully reserve their rights to further supplement this Limited Objection so as to join in any additional objections that are raised hereafter with respect to the Supplier Agreement Assumption Procedures Motion.

WHEREFORE, S&Z and Robin request that the Court deny the Supplier Agreement Assumption Procedures Motion unless: (a) the Motion is modified so that the Assumption Agreement can only be accepted in writing by an appropriate representative of a Covered Supplier and cannot be accepted by performance; (b) counsel for S&Z and Robin be

are provided with any proposed Assumption Agreement directed to S&Z and Robin; (c) the other issues identified more fully in the Fujitsu Objection are fully resolved; and (d) such other and further relief as may be requested from this Court.

Dated: November 23, 2005

Respectfully submitted,

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